

Solicitation Number: 05-0001-26
Technical Support Services for the Office of Naval Research—
Littoral Warfare Advanced Development Project

The statement of work, order information, proposal submission requirements, and evaluation information are set forth below. Proposals from holders of ONR Multiple Award Contracts (MATOC) for support services under CLIN 0001 are due by 2:00 PM (local), 22-April-2005.

1.0 Background

The Ocean Atmosphere and Space Department of the Office of Naval Research underwrites oceanographic, space-based remote-sensing and environmentally related science and technology efforts within the Department of the Navy. The program consists of two divisions, Sensing and Systems Division and Processes and Prediction Division of integrated, multi-disciplinary programs in naval environments, undersea warfare and related subjects. The Department manages the Littoral Anti-Submarine Warfare (LASW) Future Naval Capability (FNC) Program, including the Littoral Warfare Advanced Development (LWAD) at-sea test and demonstration arm of the LASW FNC Program.

The LWAD effort provides a comprehensive scientific, operational and logistic umbrella for conducting experimental testing and demonstration of LASW FNC technologies. Consolidation of at-sea testing brings expertise in performing the difficult task of sea testing while affording economies of scale in testing, demonstration and use of scarce Fleet assets. The LWAD mission is to robustly test and demonstrate ONR LASW FNC technologies to ensure transition to acquisition programs and to provide test opportunities for other Science and Technologies/Research and Development Littoral ASW-related projects.

2.0 Statement of Work

2.1 Objective. The proposed work is to measure and analyze the performance and effectiveness of new and improved systems and technologies included in the ONR Littoral ASW (LASW) Future Naval Capabilities (FNC) projects during the Littoral Warfare Advanced Development (LWAD) at-sea field testing and demonstration program. This work is fundamental and essential to the build-test-build process followed in the development of the ONR LASW FNC systems and sensors. Measurement and analysis of performance and effectiveness will be performed during the intermediate stages of testing in the build-test-build cycle and during the final stage of demonstration that products are ready for transition to acquisition programs. The anticipated scope of this tasking includes research and development testing, measurement, and analysis for two major experiments in the COMSEVENTHFLT area of responsibility (AOR) during the first year, and an estimated two major experiments in the same or similar oceanic areas in each of the following four years.

2.2 Technical Tasks/Requirements

The Contractor shall provide test/demonstration services in support of the Office of Naval Research's LWAD Projects. Tasks include but are not limited to:

- test/demonstration design and development,

- test/demonstration coordination and execution,
- test/demonstration assessment, evaluation and reporting,
- research, testing, measurement, and analysis related to LWAD projects,
- logistics planning for sea test/demonstration of LWAD related projects,
- generating logistics plans,
- generating test plans for LWAD projects,
- generating environmental compliance documents
- general support of sea test/demonstrations (includes marine mammal observation during sea tests/demonstrations)
- projecting and assessing operational performance of LWAD related projects
- marine mammal mitigation planning for LWAD related sea test/demonstrations
- interfacing with the Navy and other government agencies

2.3 Data and Deliverables

In addition to monthly progress reports, the Contractor shall compile and submit the following documents for each LWAD sea test:

- LWAD Test Plan
- LWAD Logistics Plan
- LWAD Environmental Compliance Document
- LWAD Quick Look Report

3.0 Personnel Requirements

3.1 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the project(s). The following skill sets are anticipated to support the tasks:

3.1.1. All personnel should be thoroughly familiar and proficient in maritime operations, deck safety, navigation (including the use of Nobletec navigation software), Naval Fleet operations, and Undersea Warfare science and technology initiatives. Additionally all personnel must be proficient in the use of commercial software packages such as Microsoft Word, Project, Excel and Powerpoint.

3.1.2 Test Team Leader/Test Director: Should have at least a Master's degree in a related technical field from an accredited college or university and 20 years experience in ASW Research and Development Programs. The candidate should also have at least 10 years experience in support and management of ASW Research and Development Programs data collection and testing. The candidate should have broad experience in at-sea operations involving US Naval, non-US naval and civilian surface, submarine and air assets; sea test organization; logistics; sea test and data collection planning; underwater acoustics; at-sea executions; navigation; radio and communications and oceanographic data collection. Specific knowledge of LASW FNC Programs and its associated projects is highly desirable. The candidate should have at least 5 years experience in developing and executing complex, multi-objective sea test plans involving surface, submarine and air assets of the US and non-US Navy alongside civilian assets. A Secret security clearance is required.

3.1.3 Test Planner/Logistics Coordinator: The candidate should have at least 10 years experience in support and management of ASW Research and Development Programs data collection and testing.

The candidate should have broad experience in at-sea operations involving US Naval, non-US naval and civilian surface, submarine and air assets; sea test organization; logistics; sea test and data collection planning; underwater acoustics; at-sea executions; navigation; radio and communications and oceanographic data collection. Specific knowledge of LASW FNC Programs and its associated projects is highly desirable. The candidate should have at least 5 years experience in developing and executing complex, multi-objective sea test plans involving surface, submarine and air assets of the US and non-US Navy alongside civilian assets. A Secret security clearance is required.

3.1.4 Sea Test Unit Coordinators: The candidate should have at least 5 years experience in support and management of ASW Research and Development Programs data collection and testing. The candidate should have broad experience in at-sea operations involving US Naval, non-US naval and civilian surface, submarine and air assets; sea test organization; at-sea operations; deck safety; navigation; radio and communications; oceanographic data collection; and log keeping. Specific knowledge of LASW FNC Programs and its associated projects is highly desirable.

3.1.5 Environmental Compliance Specialist: Should have at least a Masters degree from an accredited college or university in an environmental or technical field and at least 5 years experience in the preparation of environmental compliance documents. Candidate must have an in-depth knowledge of Federal, state, international, and DoD/DoN regulatory requirements; be knowledgeable in the potential effects of anthropogenic noise on marine animals; and be proficient in the use of underwater acoustic models.

3.1.6 Marine Biologist: Should have at least a Masters degree (PhD desired) from an accredited college or university in a biological, ecological, or aquatic science and at least 5 years experience in visual observation and identification of marine mammals from surface ships. The candidate should have a minimum of 5 years experience in estimating marine mammal distribution and densities for incorporation into environmental compliance documents and analyses. The candidate should have the demonstrated ability to perform the duties of a Marine Mammal Observer including watch standing for long periods, radio communications and living aboard a U.S. or foreign-leased ship in close quarters for up to 14 days.

3.1.7 Marine Mammal Mitigation Specialist: Should have at least a Bachelor's degree from an accredited college or university in a biological, ecological or aquatic science and experience in visual observation and identification of marine mammals from surface ships. The candidate should have the demonstrated ability to perform the duties of a Marine Mammal Observer including watch standing for long periods, radio communications and living aboard a U.S. or foreign-leased ship, in close quarters for up to 14 days.

3.2 Level of Effort / Period of Performance

3.2.1 The period of performance shall be as follows: a 24-month base period and three 12-month option periods have been defined (Total potential period of performance, with options, is 60 months).

3.2.2 Base Period: The base period of performance will be from time of award through 24 months. The level of effort anticipated for this period is approximately 7.2 man-years at an average rate of approximately 600 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year (Two Year Totals Appear in Parentheses)
Program Manager	1000 (2000)
Research Scientist	1200 (2400)
Engineer	400 (800)
Systems Engineer	400 (800)
Industry Specialist	1000 (2000)
Analyst	1200 (2400)
Admin. Support	2000 (4000)
Total	7200 (14400)

NOTE: 2,000 hours is equivalent to one (1) man-year

3.2.3 The above labor categories and hours are provided as the Government's best estimate of the work to be performed. The offeror may propose the same level of effort (hours and labor categories) or a different level of effort based on its own labor classification system and unique approach to satisfy the Government's requirement. While the Government will consider an alternate level of effort, it is the Government's preference to maximize the estimated labor hours devoted to the direct performance of the technical tasks. To the extent that the level of effort proposed is different than the Government's estimate, the offeror's technical proposal should clearly specify the hours and labor categories proposed for each task in the statement of work.

3.2.4 First Option Period: The first option period of performance will extend the Task Order from time of award through 12 months. The additional level of effort anticipated for this period is approximately 3.6 man-years at an average rate of approximately 600 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year
Program Manager	1000
Research Scientist	1200
Engineer	400
Systems Engineer	400
Industry Specialist	1000
Analyst	1200
Admin. Support	2000
Total	7200

NOTE: 2,000 hours is equivalent to one (1) man-year

3.2.5 Second Option Period: The second option period of performance will extend the Task Order from time of award through 48 months. The additional level of effort anticipated for this period is approximately 3.6 man-years at an average rate of approximately 600 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year
Program Manager	1000
Research Scientist	1200
Engineer	400
Systems Engineer	400

Industry Specialist	1000
Analyst	1200
Admin. Support	2000
Total	7200

NOTE: 2,000 hours is equivalent to one (1) man-year

3.2.6 Third Option Period: The second option period of performance will extend the Task Order from time of award through 60 months. The additional level of effort anticipated for this period is approximately 3.6 man-years at an average rate of approximately 600 hours per month. A summary of the labor categories and the total anticipated annual hours for this effort is provided below.

Labor Category	Hours Per Year
Program Manager	1000
Research Scientist	1200
Engineer	400
Systems Engineer	400
Industry Specialist	1000
Analyst	1200
Admin. Support	2000
Total	7200

NOTE: 2,000 hours is equivalent to one (1) man-year

4.0 Order Details

4.1 Contract Type: The Navy anticipates awarding a cost plus fixed fee level of effort task order.

4.2 Period of Performance: Base period of twenty-four months from time of award with three one-year options.

4.3 Other Direct Costs (ODCs)

ODCs (including travel, supplies, etc.) will be reimbursed at cost plus G&A without profit or fee. Purchases of items (other than consumable materials or supplies) exceeding \$2,500 and all travel must be approved in advance by the Contracting Officer's Representative (COR). The total Travel/ODC amount is not to exceed (NTE) \$110,000.00 per year.

This NTE amount should be proposed and included as part of the cost total (without profit or fee) in every proposal submitted under this solicitation.

4.3.1 Travel and Per Diem - Travel will be required to support this Statement of Work. In accordance with the contract requirements, direct costs associated with the Contractor's travel, including per diem, shall not exceed the applicable rates found in the Joint Travel Regulations (JTR)/Federal Travel Regulations (FTR). All travel arrangements under the Contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor.

4.3.2 Other Direct Costs (Other than Travel and Per Diem) - ODCs may be required to fully support this contract requirement. At this time, the specific items cannot be identified; however, the ODC and Travel cost total cannot exceed the NTE amount stated in Section 4.3.

4.4 Place of Performance: Work will normally be performed at the Contractor's facilities. Frequent visits to ONR headquarters will be required for coordination of services. Sea tests may be conducted anywhere around the world with likely sites in the Eastern Pacific, off Hawaii, and off CONUS.

4.5 Government Furnished Resources (GFR): The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the statement of work should be identified and requested through the designated Contracting Officer's Representative (COR).

4.5.1 Facilities, Supplies and Services: The facilities required to perform the tasks outlined in the Statement of Work will be both at the contractor's place of business and at sea. If required, basic facilities such as work space and its associated operating requirements (i.e., phones, desks, and utilities) will be provided while working in Government facilities. The availability of any required computer resources while working in Government facilities should be verified in advance with the designated Contracting Officer's Representative (COR).

4.5.2 Information: All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the Government.

4.5.3 Documentation: All existing documentation relevant to this task's accomplishment will be made available to the Contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

4.5.4 Equipment: With the exception to the basic facility items noted Subsection 4.5.1, and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. PC's should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR.

Though not anticipated, contractors may be required to obtain one or more Navy Marine Corps Intranet (NMCI) seats to perform the Contract statement of work. ONR currently plans to formally transition to NMCI on or about 1 OCT 2005. During the performance of the Order, if either party (Government or Contractor) identifies a requirement for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the scope, structure or dollar values of the Order as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmci-eds.com/index.asp>.

4.6 Subcontracts/Consultants: Contractor may request or propose, on a case-by-case basis, subcontract/consultant support for specific technical tasks.

4.7 Security Requirements:

a) Clearance Requirements. During the performance of the effort, the Contractor may be required to have access to, and may be required to receive, generate, and store information classified to the level of SECRET. For personnel, a minimum of a SECRET clearance is required. Any Contractor facilities used in support of this contract must be granted SECRET facility clearances and have the capability to store material classified up to and including SECRET. A DD Form 254 will be required prior to access or production of any classified information. Additionally, Contractor is required to safeguard the information labeled as proprietary.

b) Privacy Act. All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.

c) Nondisclosure Agreement. In the course of its work, the Contractor will be required to execute Nondisclosure Agreements (NDAs) as outlined in Section 5.2.1 of this solicitation.

4.8 Organizational Conflict of Interest

4.8.1 Safeguarding Information

The parties acknowledge that, during performance of the contract resulting from this Order solicitation, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

4.8.2 Organizational Restrictions

Support contractor's knowledge of competition sensitive information, described in paragraph (a) above, may unfairly affect its competitive position in future ONR research solicitations. The Contractor understands that, during performance of the contract resulting from this Order solicitation and for a period of up to two years after the completion of its performance of the contract, the Contractor, any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which the Contractor may merge or affiliate, or any other successor or assign of the Contractor may not be eligible to participate as a prime Contractor, subcontractor, consultant, joint venture, partner, or other agreements directly impacted by the LASW FNC research programs.

5.0 Proposal Requirements

5.1 Proposal Format: The Offeror's proposal must be divided into two sections: (1) Technical Proposal, and (2) Cost Proposal. The length of the technical proposal shall not exceed ten (10) pages, exclusive of resumes. There are no page limits on the number of resumes or the pages of the cost proposal. The proposal should be written and organized to be compatible with the Statement of Work, company's organization and accounting structure, and proposed cost.

(a) Technical Proposal: The technical proposal should include the following: The Offeror's understanding of and approach to the requirement, resumes of proposed personnel, and the amount of proposed hours for personnel. The Offeror should describe specifically how the work activities required to complete the tasks in the statement of work will be done. The Offeror should explain how technical objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the program office; how a surge capacity will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled.

The Offeror should include information relative to previous efforts for the same or similar services provided in the past to include contract numbers and Government points of contact where applicable.

The Offeror should explain what corporate facilities are available and would be used in support of the work including computer resources, publication/media materials and equipment where appropriate. The proposal should acknowledge that the Contractor will provide the appropriate IT/telecommunications equipment for the proposed personnel for this task order.

(b) Cost Proposal: The Contractor should provide a summary cost proposal for the total effort (including base and option periods), as well as a cost proposal for each of the base and option periods. The Contractor should submit a cost proposal indicating the price per labor hour (to include cost and profit) for the quantities and types of labor proposed. The Contractor should break out the proposed direct labor categories, rates and hours, labor escalation rates, indirect rates (Fringe Benefits, on and off-site Overhead, G&A, Facilities Cost of Money, etc), any consultants/subcontracts, and the indirect rate, if any, to be applied to Travel/ODCs.

If available and applicable, the Contractor should also provide its Defense Contract Audit Agency (DCAA) point of contact, including the Branch Office name, auditor name, phone number and e-mail address.

5.2 Other Required Documents: Offerors should be aware that, upon receiving an award, the following additional documentation will be required:

5.2.1 Non-Disclosure Agreement. Each employee of the successful Offeror will be required to sign a Non-Disclosure Agreement (NDA) prior to commencing work under this Order. The supervisor/manager of the proposed personnel will also be required to sign the NDA on behalf of the Contractor. Attachment A to this solicitation includes the current NDA that should be used, unless otherwise instructed by the Government.

5.3 Proposal Submission: The due date for receipt of proposals for this solicitation is no later than 2:00 P.M. local time on 22-Apr-2005. All forms of proposal submission must include a signed cover sheet. Proposals can be:

(a) Uploaded electronically via the "[Upload Proposals](#)" hyperlink, which is under the hyperlink for this solicitation on ONR's MATOC website (Note: this site restricts the formats of uploaded documents to those in MS Word, MS Excel, or pdf), or

(b) Sent by regular mail (express mail acceptable) or hand delivered. The original and two copies must arrive by the above deadline at the following address:

Office of Naval Research
Attention: Brenda Pickett, Code 252
800 North Quincy Street, Rm 720
Arlington, VA 22217-5660
Ref: 05-0001-26

6.0 Evaluation Information

6.1 Evaluation Criteria: A Contract will be awarded to the responsible offeror whose offer represents the best value to the Government. In order to determine which offeror represents the best overall value, offers for individual task orders will be evaluated on the following Technical and Price/Cost Factors:

Technical Factors

- (1) Management Plan and Technical Approach
- (2) Proposed personnel
- (3) Past performance on earlier tasks under this and similar contracts
- (4) Corporate Facilities

Price/Cost Factors

- (5) Cost

The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, considering both Technical and Cost Factors.

The Offeror's technical capability (as measured by the Technical Factors) and Cost Factor are equal in importance. In regards to the stated Technical Factors, Technical Factor 1 is of the greatest weight; Technical Factors 2 through 3 are equally weighted. Technical Factor 4 is of less value than all other Technical Factors.

However, the degree of importance of the Cost Factor will increase with the degree of equality of the technical proposals or when the proposed Cost is so significantly high as to diminish the value of the technical superiority to the Government.

In evaluating past performance on individual orders, the procedural requirements in FAR 42.15 are not mandatory. Past performance will be based on the Government's subjective evaluation of the Contractor's performance with previous orders, if any, under this contract and similar contracts.

6.2. Award: The Government will award a contract to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost and other factors considered. The anticipated award and start date of this Order is on or around 30-Apr-2005.

7.0 Submission of Questions: Any questions regarding this solicitation must be provided in writing to the Point of Contact listed below. Acceptable forms of written question submission include fax and e-mail. Questions submitted less than 72 hours prior to the closing date for proposals may not be answered and the due date for submission of proposals may not be extended.

8.0 Solicitation Amendments: Any amendments to this solicitation will be posted along with the solicitation on the ONR website. It is the Offeror's responsibility to regularly check for any postings of solicitations, amendments, and questions and answers under this or any other MATOC Solicitation.

9.0 Attachments:

9.1 Non-Disclosure Agreement – 2 pages

9.2 Sample Order – 9 pages

10.0 Point of Contact: The Point of Contact for this solicitation is Brenda Pickett, BD 0252, Telephone (703)696-2607, E-mail picketb@onr.navy.mil, Fax (703)696-3665.

**Non-Disclosure Agreement Regarding Contractor Support
for the Office of Naval Research**

The undersigned individual, _____, agrees, both in his
personal capacity and as an employee of _____ as follows:

BACKGROUND

1. The mission of the Office of Naval Research is to plan, foster, and encourage scientific research and technology development in recognition of their paramount importance in the maintenance of future naval power and the preservation of national security. ONR provides for the continuing technological superiority of U.S. naval forces, by providing the Department of the Navy (DoN) with mission-relevant, affordable new capabilities that create and exploit scientific breakthroughs, respond to fleet requirements, and support strategic U.S. industries. ONR requires contractor technical services and research support in order to meet these requirements. The services/support that may be provided to ONR by contractor personnel include but are not limited to the following:
 - i. Assist ONR personnel in overall technical program management support on matters and issues consistent with ONR sponsored development projects, including assisting in the evaluation of white papers, proposals, program/project planning, investment reviews, technology assessments, data analyses, conference and seminar activities, and financial issues.
 - ii. Provide support in the financial execution of ONR programs. Monitor availability and use of funds. Review financial documents and plans for impact on program objectives and requirements. Prepare internal financial notices, instructions, guidelines and reports. Conduct analyses and provide reports that identify, quantify and evaluate financial execution of accounts and accomplishment of program goals and milestones. Coordinate preparation and review of actual and projected funding estimates, justifications and strategies. Identify deficiencies, excesses, trends and imbalances to assure funds availability. Work with program personnel to expedite financial execution and ensure programmatic benchmarks are met.
 - iii. Draft analyses, presentations, notes, assessments, testimonies, speeches, and other materials on various technical/management topics, as requested, for use by ONR personnel with other internal ONR departments and externally with the Navy staff, Department of Defense, other federal and state agencies and the U.S. Congress.
 - iv. Provide assistance in the areas of information technology to include database design and maintenance, software development, graphics and reproduction, and other allowable materials and services.
 - v. Provide administrative and management support in the execution of ONR programs to include the preparation of official documents and files for execution by Government employees.
 - vi. Provide support on technical, programmatic and operational matters pertaining to the diverse array of technologies investigated and supported by ONR.

2. The undersigned individual is serving as contractor support for ONR. As such, he has and will continue to come into contact with proprietary technical and commercial information. He likewise will have access to sensitive internal information developed by or on behalf of the Government in connection with the accomplishment of ONR's mission.

AGREEMENT

1. The undersigned individual agrees that he will not disclose to any individual, company, or Government Representative (1) any information (2) relating to current or proposed Navy budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The undersigned individual agrees that he will promptly notify the ONR Office of Counsel of any attempt by an individual (including any contractor personnel), company or Government Representative to gain unauthorized access to such information, and of any disclosure of such information to unauthorized parties. Such notification shall include the name and organization, if available, of the individual, company or Government Representative seeking access to such information.

2. The undersigned and his employer acknowledge that the owner of any proprietary information improperly disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. In the event of an unauthorized disclosure of proprietary information, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement.

FOR THESE REASONS the undersigned individual agrees on his own behalf, and his employer likewise concurs, to protect, respect and not disclose the proprietary information and Government mission- and procurement-sensitive information that may come to their attention as part of the contract assistance provided to ONR.

Employee Signature _____

Printed Name _____

Date _____

Concurrence by the employer:

Supervisor/Manager Signature _____

Printed Name _____

Date _____

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- (1) Government Representative is defined as any Government employee, either military or civilian, not assigned the activity or program office for which the effort is being performed.
 - (2) This information includes, but is not limited to, contractor proposals, proprietary data and commercial information, reports and other information in the Government's possession, including information contained in contracts/grants/agreements and associated records and files

ORDER FOR SUPPLIES OR SERVICES

Form Approved
OMB No. 0704-0187
Expires Aug 31, 1992

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(Contractor must submit four copies of invoice.)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCH ORDER NO. N00014-04-D-		2. DELIVERY ORDER NO. N00014		3. DATE OF ORDER (YYMMDD) SEE BLOCK 24		4. REQUISITION/PURCH REQUEST NO.		5. DO-C9(U)					
6. ISSUED BY OFFICE OF NAVAL RESEARCH, ONR (703) 696- BALLSTON TOWER ONE 800 NORTH QUINCY STREET ARLINGTON, VIRGINIA 22217-5660 @onr.navy.mil				7. ADMINISTERED BY (if other than 6)				8. Delivery FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)					
9. Contractor NAME AND ADDRESS		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) See Block 14		11. MARK OF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGE D <input checked="" type="checkbox"/> WOMEN-OWNED							
				12. DISCOUNT TERMS N/A		13. MAIL INVOICES TO SEE SECTION G OF THE BASIC CONTRACT							
14. SHIP TO OFFICE OF NAVAL RESEARCH ONR BALLSTON TOWER ONE 800 N QUINCY STREET ARLINGTON, VA 22217		N00014		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS CO		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER							
16. TYPE OF ORDER DELIVERY <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your _____ furnish the following on terms specified herein.											
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYMMDD)							
<input checked="" type="checkbox"/>		If this box is marked, supplier must sign Acceptance and return the following number of copies: 2											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET(S)													
18. ITEM NO		19. SCHEDULE OF SUPPLIES/SERVICE			20. QUANTITY ORDERED/ACCEPTED		21. UNIT		22. UNIT PRICE		23. AMOUNT		
		SEE PAGE TWO											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA BY:				CONTRACTING/ORDERING OFFICER		29. DIFFERENCES		SEE SECTION B OF ORDER	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				27. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS					
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
				FINAL									
DATE				SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. PAYMENT		34. CHECK NUMBER					
36. I certify this account is correct and proper for payment.						COMPLETE							
						PARTIAL		35. BILL OF LADING NO.					
DATE				SIGNATURE AND TITLE OF CERTIFYING OFFICER		FINAL							
37. RECEIVED AT		38. RECEIVED BY (PRINT)		39. DATE RECEIVED (YYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

SECTION B SCHEDULE OF SUPPLIES/SERVICES**SECTION B SCHEDULE OF SUPPLIES/SERVICES****BASE PERIOD**

Item No.	Description of Supplies/Services	Est. Cost	Fixed Fee	Est. CPFF
0001	Technical Support Service for the Office of Naval Research for Littoral Warfare Advanced Development Project in accordance with the task order Statement of Work. 000101 ACRN: AA \$			
0002	Travel (Not to Exceed) 000102 ACRN: AA \$			
0003	Other Direct Costs (Not to Exceed) 000103 ACRN: AA \$			
0004	Reports and Data in accordance with Exhibit A (DD Form 1423)			
Total Base Effort				

OPTION PERIOD I

Item No.	Description of Supplies/Services	Est. Cost	Fixed Fee	Est. CPFF
0005	Technical Support Service for the Office of Naval Research for Littoral Warfare Advanced Development Project in accordance with the task order Statement of Work.			
0006	Travel (Not to Exceed)			
0007	Other Direct Costs (Not to Exceed)			
0008	Reports and Data in accordance with Exhibit A (DD Form 1423)			
Total				

OPTION PERIOD II

Item No.	Description of Supplies/Services	Est. Cost	Fixed Fee	Est. CPFF
0009	Technical Support Service for the Office of Naval Research for Littoral Warfare Advanced Development Project in accordance with the task order Statement of Work.			
0010	Travel (Not to Exceed)			
0011	Other Direct Costs (Not to Exceed)			
0012	Reports and Data in accordance with Exhibit A (DD Form 1423)			
Total				

OPTION PERIOD III

Item No.	Description of Supplies/Services	Est. Cost	Fixed Fee	Est. CPFF
0013	Technical Support Service for the Office of Naval Research for Littoral Warfare Advanced Development Project in accordance with the task order Statement of Work.			
0014	Travel (Not to Exceed)			
0015	Other Direct Costs (Not to Exceed)			
0016	Reports and Data in accordance with Exhibit A (DD Form 1423)			
Total				

NSP = NOT SEPARATELY PRICED

Total Amount of Delivery Order : \$

2. PERIOD OF PERFORMANCE FOR TASK ORDER

The Contractor shall use its best efforts to perform the tasks and complete the deliveries during the stated periods below in accordance with the Statement of Work, Attachment Number 1:

- a. The effort performed under the base period (CLINs 0001, 0002 and 0003) shall be conducted from date of Task Order award through 24 months. Item No. 0004 (Reports and Data) shall be delivered within the time periods stated in Exhibit A, F.O.B.
- b. If Option I is exercised, the effort performed under CLINs 0005, 0006 and 0007 shall be conducted during the period from the effective date of the option through 12 months. Item No. 0008 (Reports and Data) shall be delivered within the time periods stated in Exhibit A, F.O.B.
- c. If Option II is exercised, the effort performed under CLINs 0009, 0010 and 0011 shall be conducted during the period from the effective date of the option through 12 months. Item No. 0012 (Reports and Data) shall be delivered within the time periods stated in Exhibit A, F.O.B.
- d. If Option III is exercised, the effort performed under CLINs 0013, 0014 and 0015 shall be conducted during the period from the effective date of the option through 12 months. Item No. 00016 (Reports and Data) shall be delivered within the time periods stated in Exhibit A, F.O.B.

3. STATEMENT OF WORK

The contractor shall perform its services and make its deliveries in accordance with the Statement of Work, Attachment No. 1, dated _____, to this Task Order.

4. INSPECTION AND ACCEPTANCE

Inspection and Acceptance of Deliveries under this contract will be accomplished by the Program Officer designated below, who shall have at least thirty (30) days after contractual delivery for acceptance.

OFFICE OF NAVAL RESEARCH
ONR, Code
BALLSTON TOWER ONE
800 N QUINCY STREET
ARLINGTON, VA 22217
TELEPHONE: (703)
E-MAIL: ONR.NAVY.MIL

- 5. The clauses included in Section I of the basic contract are applicable to this order.

6. FUNDING

ALLOTMENT OF FUNDS

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$; including an estimated cost of \$ and a fixed fee of \$.

(b) It is hereby understood and agreed that CLIN 0001 will not exceed a total amount of \$; including an estimated cost of \$ and a fixed fee of \$. The total amount presently available for payment and allotted to CLIN 0001 of this task order is \$ including an estimated cost of \$ and a fixed fee of \$. It is estimated that the amount allotted of \$ will cover the period from the date of award through a twenty-four (24) month period.

(c) It is hereby understood and agreed that CLIN 0002 will not exceed a total amount of \$. The total amount presently available for payment and allotted to CLIN 0002 of this task order is \$. It is estimated that the amount allotted of \$ will cover the period from the date of award through twelve (12) months.

(d) It is hereby understood and agreed that CLIN 0003 will not exceed a total amount of \$. The total amount presently available for payment and allotted to CLIN 0003 of this task order is \$. It is estimated that the amount allotted of \$ will cover the period from the date of award through (12) twelve months.

7. ONR 5252.237-9705 Key Personnel (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 60 days in advance 120 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following is identified as key personnel:

Labor Category	First/M/Last Name
Program Manager	
Research Scientist	
Engineer	
Systems Engineer	

8. Government Representatives;

Contract Specialist/Negotiator – , ONR 252, (703) 696-, DSN 426-, email onr.navy.mil.

Inspection/Acceptance – Program Officer - , ONR , (703) 696-, DSN 426-, email onr.navy.mil

Security Matters –Mr. Brian Link, ONR 43, (703) 696-4619, DSN 426-4619 email linkb@onr.navy.mil

Patent Matters – Mr. Tom McDonnell, ONR 00CC, (703) 696-4000, DSN 426-4000, email mcdonnt@onr.navy.mil

9. ONR 5252.216-9706 Level of Effort (DEC 88)

1) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for the performance of this contract including options shall be **36,000** total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in Paragraph 11 below.

2) The level of effort for this contract shall be expended at an average rate of **600** hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

3) The Contractor is required to notify the Contracting Officer when any of the following situations occur or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

4) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fixed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

5) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph 1 above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

6) If the total level of effort specified in paragraph 1 above is not provided by the Contractor during the period of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

Fee Reduction =

$$\text{Fixed Fee} \times \left(\frac{\text{Required LOE Hours} - \text{Expended LOE Hours}}{\text{Required LOE Hours}} \right)$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost", require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph 1 shall have been expended, at no increase in the fixed fee of this contract.

7) In the event the government fails to fully fund the contract in a timely manner, the term of the contract will be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

8) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph 1 above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the contractor has delivered at least 95% of the level of effort required in paragraph 1 above.

9) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort that was estimated by the government or proposed by the Contractor.

10) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Costs" or "Limitation of Funds", either of which clauses as incorporated herein applies to this contract.

11) A breakdown of the total level of effort is as follows:

<u>LABOR CATEGORY</u>	<u>HOURS (INCLUSIVE OF OPTIONS)</u>
Program Manager	5,000
Research Scientist	6,000
Engineer	2,000
Systems Engineer	2,000
Industry Specialist	5,000
Analyst	6,000
Administrative Support	<u>10,000</u>
TOTAL LOE	36,000

10. SSP 5252.216-9775 Increase in Level of Effort (Cost-Reimbursement)(Mar 1992)

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in Section C of this contract, to increase the level of effort by up to thirty percent (30%) of the total level of effort for that period at the same labor mix as proposed in the contract for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

$$\text{IEC} = (\text{ILOE}/\text{LOE}) \times \text{EC}$$

$$\text{IFF} = (\text{ILOE}/\text{LOE}) \times \text{FF}$$

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.
 LOE = The level of effort contracted for the contract year in which the level of effort is increased.
 EC = The estimated cost contracted for in the contract year in which the level of effort is increased.
 IFF = The increase in the fixed fee.
 FF = The fixed fee contracted for in the contract year in which the level of effort is increased.

This option may be exercised at any time or times prior to the end of the affected period provided however, that the exercise of such option must give the Contractor sufficient time to provide all of the man-hours for that period, including the increase, by the end of the affected period.

(b) Any exercise by the Government of its option rights under this clause shall be affected by written notice from the Contracting Officer.

(c) The exercise of the option shall be formally reflected by a modification to this contract increasing the estimated cost and fixed fee and adjusting the Level of Effort provision for the affected contract period.

11. ONR 55252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)

The COR for this contract is:

Name:

Code:

Mailing Address:

Telephone No:

The Alternate COR for this contract is:

Name:

Code:

Mailing Address:

Telephone No:

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions

of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

12. Government Furnished Resources (GFR)

The Government will provide information, material and forms unique to the Government for supporting the task. The Government furnished resources necessary to perform the statement of work should be identified and requested through the designated Contracting Officer's Representative (COR).

(a) Facilities, Supplies and Services – The facilities required to perform the tasks outlined in the Statement of Work will be both at the contractor's place of business. If work is to be performed on-site at ONR, basic facilities such as work space and its associated operating requirements (i.e., phones, desks and utilities) will be provided while working in Government facilities. The availability of any required computer resources while working in Government facilities should be verified in advance with the designated Contracting Officer's Representative (COR)>

(b) Information – All Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor. The Contracting Officer's Representative (COR) will be the point of contact for identification of any required information to be supplied by the Government.

(c) Documentation – All existing documentation relevant to this task's accomplishment will be made available to the contractor at the beginning of the task. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

13. Organizational Conflict of Interest

(a) The parties acknowledge that, during performance of this task order, the contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts sketches, management policies, cost and operating expense, technical data and trade secrets. The contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to contractor personnel who do not need to know the contents thereof for the performance of the task order. Contractor personnel shall also be informed that they shall not engage in any action, venture, or employment wherein this information will be used for any purpose by any other party.

(b) The Contractor agrees that, during performance of the task order and for a period of two years after the completion of its performance of the task order, the contractor, any affiliate of the contractor, any joint venture involving the contractor, any entity into or with which the contractor may merge or affiliate, or any other successor or contractor may not be eligible to participate as a prime contractor, subcontractor, consultant, joint venture, partner, or participant in any Government contracts, grants, partnerships, programs or other agreements under Code 36 research programs.

14. Consent to Subcontract and/or Hire Consultants

The services of the following subcontractors and/or consultants have been identified as necessary for the performance of this contract:

Identified Subcontractor	Estimated Hours	Estimated Cost

The preceding listing shall constitute the written consent of the Contracting Officer required by Paragraphs (c), (d) and (e) of the contract clause at FAR 52.244-2 entitled "Subcontracts". The Contracting Officer's written consent to subcontract is required for:

- (i) services acquired under a cost-reimbursement, time-and-materials, or labor-hour type subcontract or agreement;
- (ii) fixed price contracts that exceed the greater of \$100,000 or 5 percent of the total estimated cost of the contract;

This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (f) (1) (i) through (vii).

15. SECURITY/CLASSIFICATION REQUIREMENTS

The Contractor shall perform the tasks in the Statement of Work in compliance with Attachment (2), entitled "Department of Defense Contract Security Classification Specification" (DD Form 254). Additionally, the following applicable security clauses are hereby incorporated into this Task Order:

FAR 52.204-2	Security Requirements (AUG 1996)
FAR 52.227-10	Filing of Patent Applications -- Classified Subject Matter (APR 1984)
DFARS 252.204-7000	Disclosure of Information (DEC 1991)
DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001)
DFARS 252.223-7004	Drug Free Workforce (SEP 1988)

16. ATTACHMENTS

1. Exhibit A, entitled "Contract Data Requirements List" (DD Form 1423), 1 page. Distribution instructions shall be in accordance with Attachment 1 of Basic contract.
2. Attachment (1), entitled "Statement of Work – Technical Tasks/Requirements" 2 pages.
3. Attachment (2), entitled "Department of Defense Contract Security Classification Specification" (DD Form 254), 3 pages
4. Attachment (3), entitled "Financial Accounting Data Sheet," 1 page.